

Our Reference: A942109

Consent No. RM16.138.08

## **DISCHARGE PERMIT**

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge water from the Coal Creek Freshwater Dam to Coal Creek for the purpose of operating the Coal Creek Freshwater Dam and supplementing flows in the Coal Creek and Mare Burn catchments

For a term expiring 1 October 2051

Location of consent activity: Macraes Gold Project, approximately 6.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1392830  
N4979584

### **Conditions**

#### **Specific**

1. This consent shall be exercised in conjunction with Land Use Consent RM16,138.02, Discharge Permit RM16.138.07, Water Permit RM16.138.16, Water Permit RM16.138.18 and any subsequent variations to these consents
2. For the purpose of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3. The consent holder shall fit the dam with a floating outlet system with a discharge pipe installed through the base of the embankment to ensure that the water discharged is from the upper surface of the reservoir.
4. For the purposes of water quality improvements and oxygenation, the water discharged from the base of the embankment shall flow over a short section of rip rap material before flowing into a small silt pond (this may be the same silt pond as used for the silt control during construction of the embankment) from where it will overflow into the creek bed.
5. The consent holder shall conduct continuous dissolved oxygen monitoring at monitoring point CCMP01 (Coal Creek just prior to the confluence with the Mare Burn at approximately NZTM 2000: E1392985 N4980236) for a one month period following filling of the reservoir to its final height and then annual 7-day continuous dissolved oxygen during the period 1 February to 31 May for the term of the consent. Information on flow and metrological conditions shall be collected for the period of monitoring.
6. A residual flow of 5 litres per second shall be maintained in Coal Creek immediately downstream of the dam embankment site at all times, other than

when natural flows upstream of the dam embankment are less than 5 litres per second. When natural flows upstream of the dam embankment are less than 5 litres per second the consent holder shall ensure that there is no reduction in flows in Coal Creek resulting from the exercise of this consent.

## **General**

7. The exercise of this consent shall not give rise to the production of any conspicuous floatable or suspended materials in the receiving waters, nor shall it give rise to any conspicuous change in the colour or visual clarity of those waters.
8. The Consent Authority may, within 6 months of receipt of the Coronaiton North Project Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Runanga o Moeraki, Te Runanga o Otakou and Kati Hurapa Runanga ki Puketeraki, commissioned in 2016; serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
9. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:  
The performance and completion of rehabilitation in accordance with the conditions of this consent; and  
The carrying out of the monitoring required by the conditions of this consent; and  
The remediation of any adverse effect on the environment that may arise from the exercise of this consent.  
Compliance with Conditions 9(m) to 9(q) of this consent.  
(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 9(a).  
(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.  
(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.  
(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.  
(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 15 of RM16.138.02, condition 6 of RM16.138.05, condition 8 of RM16.138.06, condition 10 of RM16.138.10, condition 8 of RM16.138.17 and RM16.138.18.  
(g) The amount of the bond(s) shall include:  
The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.  
The estimated costs of:  
Monitoring in accordance with the monitoring conditions of the consent;  
Monitoring for and of any adverse effect of the activity authorised by this consent

which may become apparent during or after expiry of this consent;

Monitoring any rehabilitation required by this consent.

Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.

(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).

(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.

(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.

(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.

(n) The amount of the bond to be provided under Condition 9 (m) shall include the amount (if any) considered by the Consent Authority necessary for:

Completing rehabilitation in accordance with the conditions of this consent.

Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.

Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.

Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.

Contingencies.

(o) Without limitation, the amount secured by the bond given under Condition 9(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.

(p) The bond(s) required by Condition 9(m) must be provided on the earlier of:  
12 months before the expiry of this consent.

Three months before the surrender of this consent.

(q) Conditions 9(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 9(m).

## **Review**

10. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:

(a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or

- (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
- (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

# Appendix I

## RM16.138.08

